

PART I – THE SCHEDULE

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

TABLE OF CONTENTS

B.1 TYPE OF CONTRACT – ITEMS BEING ACQUIRED 1

B.2 ESTIMATED COST AND AWARD FEE 1

B.3 LIMITATION ON FEE..... 3

B.4 LIMITATION OF FUNDS..... 4

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 TYPE OF CONTRACT – ITEMS BEING ACQUIRED

This is a Cost Plus Award Fee (CPAF) type contract for the Liquid Waste (LW) Program at Savannah River Site (SRS). The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance of work as described in Section C, Statement of Work (SOW).

Performance under this contract shall be subject to the availability of funds from which payment for contract purposes can be made. Therefore, funding is subject to change based on actual appropriations and actual award date of the contract. Such funds will be provided for all allowable and allocable billings for cost and fee.

B.2 ESTIMATED COST AND AWARD FEE

(a) Three Month Transition Period

- (1) Total Estimated Cost – The total estimated cost for the transition period of the contract, April 1, 2008, to June 30, 2008, is \$_____.
- (2) Award Fee – The total available award fee for the transition period of the contract is \$ 0.

(b) Six Year Basic Term of the Contract

- (1) Total Estimated Cost – The total estimated cost for the basic term of the contract, July 1, 2008, to June 30, 2014, is \$_____.
- (2) Award Fee – The total available award fee for the basic term of the contract is \$_____.

(c) Option 1 – 2-Year Option Period

- (1) Total Estimated Cost – The total estimated cost for the 2-year option for the period July 1, 2014, to June 30, 2016, is \$_____.
- (2) Award Fee – The total available award fee for Option 1 is \$_____.

(d) Option 2 – Operation of Salt Waste Processing Facility (SWPF) During Basic Term

- (1) Total Estimated Cost – The total estimated cost for operation of SWPF for the period October 1, 2012, to June 30, 2014, is \$_____.

- (2) Award Fee – The total available award fee for Option 2 is \$_____.
- (e) Option 3 – Operation of SWPF During 2-Year Option Period
- (1) Total Estimated Cost – The total estimated cost for operation of SWPF for the period July 1, 2014, to June 30, 2016, is \$_____.
- (2) Award Fee – The total available award fee for Option 3 is \$_____.
- (f) For the Basic Term and all Options there is no base fee amount. Award fee may be earned in accordance with the terms of this section and the clause in section H entitled “Performance Evaluation and Measurement Plan.” The amount of the total available fee earned shall be made upon the unilateral determination of DOE’s Fee Determination Official (FDO). The unilateral decision is made solely at the discretion of the FDO. This determination shall be based upon the FDO’s evaluation of the Contractor’s performance as measured against the evaluation criteria set forth in the Performance Evaluation and Measurement Plan (PEMP). There shall be no fee earned for transition activities.
- (g) There shall be no adjustment in the amount of the total available award fee due to differences between the estimated cost of the performance of the work and the actual cost of performance of the work. The total available award fee is subject to adjustment only under the provisions of the clause in Section I entitled, “Changes – Cost Reimbursement” or other applicable contract provisions. Should the total anticipated funding change by 10%, the Government and Contractor may enter into negotiations in accordance with the Changes Clause.

Table B.1 -- Anticipated Funding Profile for the Liquid Waste Contract (\$M)

	Fiscal Year									TOTAL
	2008	2009	2010	2011	2012	2013	2014	2015	2016	
Basic Term Funding EM Operation (PBS 14C)*	\$150	\$500	\$500	\$500	\$500	\$500	\$350			\$3,000
Option 1							\$150	\$500	\$350	\$1,000
Option 2						TBD	TBD			TBD
Option 3							TBD	TBD	TBD	TBD

* Plutonium Vitrification (Pu Vit) funding is not included in the above table but will be identified in the final RFP.

Table B.1 provides the Government’s good faith estimate as of the date of the solicitation of future available funding. This funding profile is not a guarantee of available funds. Actual funding may be greater or less than these estimates. There is no commitment by DOE to request funds equivalent to this funding profile.

Available funds depend on Congressional appropriations and priorities within the DOE.

- (h) If the Contractor is a consortium, joint venture, or other teaming arrangement, the fee earned may be distributed by the Contractor among the teaming members, as it deems appropriate. Separate additional subcontractor fee for teaming members shall not be considered an allowable cost under the contract. If a separate subcontractor, supplier, or lower-tier subcontractor is a wholly owned, majority owned, or affiliate of any teaming member, any fee or profit earned by such entity shall not be considered an allowable cost under this contract unless approved by the CO. The subcontractor fee restriction described herein does not apply to members of the Contractor's team that are: (1) small business(es); (2) Protégé firms as part of an approved Mentor-Protégé relationship under the Section H Clause entitled, Mentor-Protégé Program; (3) subcontractors under a competitively awarded firm-fixed price or firm-fixed unit price subcontract; or (4) commercial items as defined in FAR Subpart 2.1, Definitions of Words and Terms.
- (i) Earned fee will be paid semi-annually based on the FDO's unilateral assessment of performance in accordance with the PEMP and Contract Performance Baseline. No earned fee will be paid until the Contract Performance Baseline is approved by the CO in accordance with the clause in Section H, entitled "Project Control Systems and Reporting Requirements." There will be no payment of provisional fee unless approved by the CO. Earned fee will be invoiced consistent with Section G.
- (j) The Contractor may be required to perform certain activities related to the Radiological Assistance Program (RAP). Costs for the RAP are separately funded by the National Nuclear Security Administration (NNSA). If any such activities are required to be performed by the Contractor, the CO will provide direction and authorization pursuant to the clause in Section I entitled "Changes – Cost Reimbursement." The Contractor will earn no additional fee for RAP activities. The estimated cost and funding specified above does not include RAP activities.
- (k) Estimated costs and anticipated funding for the following activities are not included in the estimated costs specified in paragraphs B.2 (a)-(b) and the anticipated funding profile specified in Table B.1 in paragraph B.2 (f). If any such activities are directed by the CO, any adjustment to the total estimated cost or total available award fee is subject to the provisions of the clause in Section I entitled "Changes – Cost Reimbursement."
 - (1) Interface coordination, support, and operation of additional buildings under Glass Waste Storage Facilities Operations (C.1.3.2) and Canister Shipping Facility (C.1.3.3).

B.3 LIMITATION ON FEE

Total Available Fee under this Contract shall not exceed 10% of Total Estimated Contract Cost.

B.4 LIMITATION OF FUNDS

- (a) Pursuant to the FAR clause 52.232-22, entitled "Limitation of Funds," the total amount of incremental funding allotted to this contract is \$TBD. It is estimated that this amount is sufficient to cover performance through TBD.
- (b) Financial Plans – Cost and Commitment Limitations. Funding is provided to the Contractor through a Contract Modification issued by the CO. The Contractor shall comply with DOE-SR issued direction which establishes appropriation obligational control levels (i.e., an upper limit on incurred obligations or expenditures) in the performance of this contract.